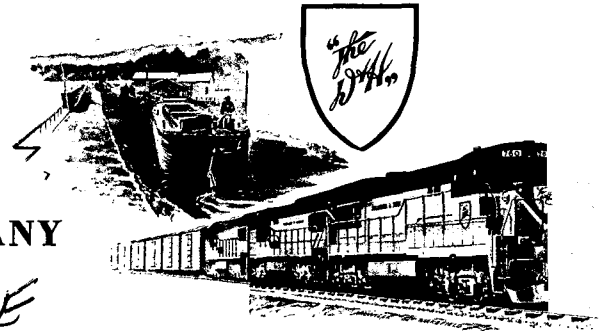


DELAWARE AND HUDSON RAILWAY COMPANY

ALBANY, NEW YORK 12207

GEORGE H. KLEINBERGER
Corporate Counsel



Dependable Transportation Since 1823

13909-E
RECORDATION NO. Filed 1425
JAN 23 1984 -4 00 PM
INTERSTATE COMMERCE COMMISSION

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D. C. 20423

No. 4-023-126
Date JAN 23 1984
Fee \$ 10.00
ICC Washington, D. C.

Attention: Recordation Clerk

Dear Secretary:

I have enclosed an original and two certified copies of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a termination agreement, a secondary document dated as of January 1, 1984.

The primary document to which this is connected is recorded under Recordation No. 13909-A.

The names and addresses of the parties to this document are as follows:

Lessor: XTRA, Inc.
c/o X-L-Co., Inc.
60 State Street
Boston, Massachusetts 02109

Mortgagor: Delaware and Hudson Railway Company
40 Beaver Street
Albany, New York 12207

A description of the equipment covered by the document follows:

One hundred twenty-eight (128) 100 ton open top triple door hopper cars bearing the following

Interstate Commerce Commission
Page 2
January 20, 1984

road numbers of Delaware and Hudson Railway
Company:

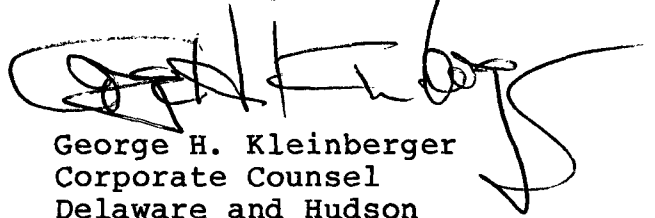
1000 - 1005
1007
1008
1010 - 1052
1054
1056 - 1075
1077
1078
1080 - 1089
1091 - 1124
1126 - 1135

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to George H. Kleinberger, Esq., Corporate Counsel, Delaware and Hudson Railway Company, 40 Beaver Street, Albany, New York 12207.

A short summary of the document to appear in the index follows:

Termination Agreement between XTRA, Inc. (XTRA)
and Delaware and Hudson Railway Company (D&H)
dated as of January 1, 1984 which terminates a
lease from XTRA to D&H dated as of December 23,
1982 of 128 100 ton open top triple door hopper
cars bearing D&H railroad numbers 1000 - 1005,
1007, 1008, 1010 - 1052, 1054, 1056 - 1075, 1077,
1078, 1080 - 1089, 1091 - 1124, and 1126 - 1135
(Recordation No. 13909-A), and which provides for
the transfer of title to said cars from XTRA to
D&H.

Very truly yours,


George H. Kleinberger
Corporate Counsel
Delaware and Hudson
Railway Company

Encl.

Interstate Commerce Commission
Washington, D.C. 20423

1/24/84

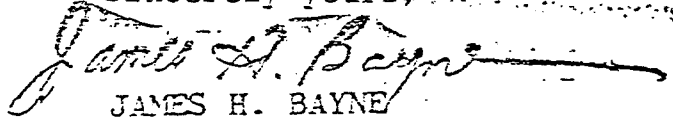
OFFICE OF THE SECRETARY

George H. Kleinberger
Corporate Counsel
Delaware & Hudson Railway Co.
Albany, New York 12207

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/23/84 at 4:00pm and assigned recordation number(s). 13909-E, 2506-M

Sincerely yours,


JAMES H. BAYNE

Secretary

Enclosure(s)

JAN 23 1984 -4 00 PM

TERMINATION AGREEMENT

INTERSTATE COMMERCE COMMISSION

MADE as of this 1st day of January 1984 by and between XTRA, Inc., a Maine corporation ("XTRA"), and Delaware and Hudson Railway Company, a Delaware corporation (the "Company").

W I T N E S S E T H :

WHEREAS, by its Bill of Sale dated December 23, 1982, the Company transferred to XTRA all of its right, title and interest in one hundred twenty-eight (128) 100-ton open top triple door hopper cars, AAR car code type H250 described in Schedule A to the Bill of Sale dated December 23, 1982 (the "Equipment");

WHEREAS, XTRA and the Company entered into a Lease Agreement dated as of December 23, 1982 (the "Lease Agreement") whereby XTRA agreed to lease the Equipment to the Company immediately following the purchase of the Equipment by XTRA;

WHEREAS, at the time of the execution of the Lease Agreement the Company was in need of funds and XTRA agreed to purchase the Equipment and enter into the Lease Agreement as a means of enabling the Company to continue its operations;

WHEREAS, the parties have agreed to terminate the Lease Agreement and in substitution therefor (i) to subject the Equipment to the lien of a First Mortgage Trust Indenture dated January 1, 1984 (the "First Mortgage") duly executed and delivered by the Company to State Bank of Albany, Trustee; (ii) to substitute the obligation of the Company to pay rent under the Lease Agreement in respect of the Equipment with a Series A Note designated Note No. A1 of even date herewith in the principal amount of \$1,894,312.08 payable to XTRA in the form attached hereto as Exhibit "1" ("Term Note A1"); and (iii) to substitute any arrearages under the Lease Agreement and certain other leases as of December 31, 1983 with a Series A Note designated Note No. A2 payable to XTRA in the form attached hereto as Exhibit "2" ("Term Note A2"); and

WHEREAS, in order to effect the transaction contemplated by the foregoing recital, it is necessary (i) to convey the Equipment from XTRA to the Company; (ii) to terminate the Lease Agreement; and (iii) to substitute the obligation of the Company to XTRA set forth in the Lease Agreement with Term Note A1.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties hereby agree that:

1. Transfer of Title.

Transfer of title to the Equipment from XTRA to the Company shall be effected by the Bill of Sale attached hereto as Exhibit "3" (the "Bill of Sale").

2. Termination of Lease Agreement/
Substitution of Term Note A1

The Lease Agreement is terminated as of the date hereof and shall be of no further force and effect. Subject to the provisions of Section 7 hereof, all obligations of the Company under the Lease Agreement including, without limiting the generality of the foregoing, the obligation to pay rent to XTRA pursuant to Section 3(a) thereof, are terminated and the respective rights and obligations of the parties are as set forth in the First Mortgage and Term Note A1.

3. Disclaimer of XTRA's Warranties.

(a) XTRA makes no express or implied warranty whatsoever of title, merchantability, fitness for any purpose or otherwise regarding the Equipment or any unit thereof;

(b) In connection with the Bill of Sale, XTRA has (and hereby confirms that it has) assigned to the Company all rights and causes of action against third parties relating to the design, merchantability and fitness of the Equipment.

4. XTRA's Warranties.

XTRA represents and warrants that:

(a) XTRA is a corporation duly organized and existing in good standing under the laws of the State of Maine;

(b) XTRA is duly authorized to execute and deliver the Bill of Sale and this Termination Agreement, to sell the Equipment to the Company and to perform its obligations under the Bill of Sale;

(c) The Bill of Sale and this Termination Agreement are legal, valid and binding obligations of XTRA enforceable in accordance with their respective terms;

(d) The execution and delivery of the Bill of Sale and this Termination Agreement and the performance of its obligations under the Bill of Sale will not conflict with any provision of present law or of the charter or by-laws of XTRA or of any agreement, law, regulation or other requirement binding upon XTRA;

(e) The execution, delivery and performance of the Bill of Sale and this Termination Agreement by XTRA and the consummation of the transaction contemplated by the Bill of Sale do not require the consent, approval or authorization of, or notice to or filing with, any federal, state or foreign

governmental authority or public regulatory body, except for:

(i) the recording of the Bill of Sale and this Termination Agreement with the Interstate Commerce Commission in accordance with Section 11303 of the Interstate Commerce Act and (ii) the filing of the Termination Agreement with the Registrar General of Canada and publication with respect thereto in the Canada Gazette in accordance with Sections 86(1) and 86(2) of the Canadian Railway Act;

(f) The execution and delivery by XTRA of the Bill of Sale will effectively convey to the Company such title to the Equipment as the Company granted to XTRA by the Company's Bill of Sale dated December 23, 1982, free from all claims, liens, security interests and encumbrances of any nature, except for the lien of the Senior Indenture, and except as specified in Section 4(e) above, no other filing or recording or other action is required to be taken to protect the Company's title to the Equipment in the United States and Canada.

5. The Company's Warranties.

The Company represents and warrants that:

(a) The Company is a corporation duly organized and existing in good standing under the laws of the State of Delaware;

(b) The Company is duly authorized to execute and deliver this Termination Agreement, Term Notes A1 and A2, and the First Mortgage and to perform its obligations under this Termination Agreement, Term Notes A1 and A2 and the First Mortgage.

(c) The Certificate dated January 4, 1984, by Ralph T. Murray, Assistant Vice President-Finance of the Company, concerning the "Delaware and Hudson Railway Company Estimate of Net Liquidation Value" as of July 1981, dated August 6, 1981, prepared by Louis T. Klauder and Associates was true and correct as of the date of said Certificate.

6. Recording.

The Company will at its expense effect the recordation of the Bill of Sale and this Termination Agreement with the Interstate Commerce Commission. The Company will, promptly following the date of this Termination Agreement, cause this Termination Agreement to be filed with the Registrar General of Canada and cause publication with respect thereto to be made in the Canada Gazette in accordance with Sections 86(1) and 86(2) of the Canadian Railway Act.

7. Arrearages.

(a) Term Note. All obligations of the Company in respect of payments of rent and other amounts, if

any, due under the Lease Agreement which are in arrears as of December 31, 1983 shall be as stated in Term Note A2.

(b) Penalties. All amounts which may be due under Section 3(c) of the Lease Agreement in respect of overdue payments of rent shall be extinguished as of the date hereof, all obligations of the Company in respect of amounts due XTRA as of December 31, 1983 having been set forth in Term Note A2.

8. Effectiveness.

This Termination Agreement shall be deemed effective from and after January 1, 1984.

9. Miscellaneous.

(a) The section headings in this Termination Agreement are for convenience of reference only and shall not be considered to be a part of this Termination Agreement.

(b) This Termination Agreement shall be governed by the laws of the State of Delaware.

(c) The invalidity of any one or more sections of this Termination Agreement or any part of any thereof shall not affect the validity of the remaining portions of this Termination Agreement.

(d) This Termination Agreement may be executed in as many counterparts as the parties desire, each of which when so executed and delivered shall constitute an original, but when taken together, shall constitute one and the same instrument.

WITNESS the due execution on the day and year first above written.

ATTEST:

DELAWARE AND HUDSON
RAILWAY COMPANY

R. T. Murray

By

Title

Charles E. Murray
President

ATTEST:

XTRA, Inc.

James H. Hester

By

Title

Michael J. Hester
General Manager

STATE OF New York)
) SS.
COUNTY OF Albany)

On this 18th day of January, 1984, before me personally appeared C. R. McKenna, to me personally known, who, being by me duly sworn, says that he is the President of DELAWARE AND HUDSON RAILWAY COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Stanley J. Turner (SEAL)
Notary Public

MY COMMISSION EXPIRES: 3/30/85

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF SUFFOLK)

On this 16th day of January, 1984, before me personally appeared Michael J. Soja, to me personally known, who, being by me duly sworn, says that he is the Treasurer of XTRA, INC.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dominic J. Baber (SEAL)
Notary Public

MY COMMISSION EXPIRES: 12-27-85

DELAWARE AND HUDSON RAILWAY COMPANY
FIRST MORTGAGE NOTE, SERIES A

No. A1
\$1,894,312.08
Maturity Date: December 31, 1998
Interest Rate: 13%

REGISTERED HOLDER: XTRA, Inc.

ONE MILLION, EIGHT HUNDRED NINETY-FOUR THOUSAND,
THREE HUNDRED TWELVE AND 08/100 DOLLARS

FOR VALUE RECEIVED, DELAWARE AND HUDSON RAILWAY COMPANY, a Delaware corporation (the "Corporation"), hereby promises to pay to the registered holder shown hereon, or registered assigns, the principal amount shown hereon, with interest payable quarterly in arrears on the outstanding principal balance, at the rate per annum shown hereon, said principal and interest to be payable in sixty (60) equal quarterly installments of \$72,154.22 and all of said principal and interest to be payable in any event not later than the maturity date shown hereon.

In addition to this Note being a general obligation of the Corporation, this Note is one of a duly authorized series of notes of the Corporation (herein called the "Notes"), all issued or to be issued under and pursuant to an Indenture dated January 1, 1984 (herein called the "Indenture"), duly executed and delivered by the Corporation to State Bank of Albany, as Trustee (herein called the "Trustee"), to which Indenture (and all indentures supplemental thereto) reference is hereby made for a description of the rights, obligations, duties and immunities thereunder of the Trustee, the Corporation, the holders of the Notes and the holders of all other obligations issued and to be issued under and secured by the Indenture. This Note constitutes senior debt of the Corporation under the Indenture and is secured by the grant and pledge of the mortgaged properties described in the Indenture to the extent therein provided.

The Corporation may redeem this Note as a whole at any time upon 30 days written notice to the registered holder at a price equal to 100% of the outstanding principal balance together with the interest accrued thereon to the date fixed for redemption.

EXHIBIT "1"

If an Event of Default, as defined in the Indenture, shall occur, the Trustee may, and upon request of the holders of 25% of the principal amount of obligations outstanding under the Indenture shall, declare this Note to be immediately due and payable in the manner and with the effect provided in the Indenture.

This Note shall be immediately due and payable in the manner and with the effect provided in the Indenture upon the passage of ten (10) days after the giving of notice, by means of an express delivery service, that the Corporation has failed to pay, within 10 days after any date on which they are due, rental payments under either of the (i) Net Lease Agreement for Railcars dated as of March 10, 1980 between XTRA, Inc. and the Corporation, as amended as of January 1, 1984, (ii) Net Lease Agreement for Locomotives dated as of May 16, 1980 between XTRA, Inc. and the Corporation, as amended as of January 1, 1984, or (iii) Lease Agreement dated as of September 6, 1972 between XTRA, Inc. and the Trustees of the Property of Lehigh Valley Railroad Corporation, assigned to the Corporation by Assignment dated March 29, 1976.

The obligations under the Indenture are issuable in series and the several series of obligations may be for varying aggregate principal amounts, and the obligations of any one series may differ from the obligations of any other series as to denomination, date, maturity, interest rate, redemption, conversion and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Corporation and the rights of the holders of the obligations of all or any series thereunder at any time by the concurrent action of the Corporation and of the holders of specified percentages of the obligations then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Note, the consent of the holder hereof, all as more fully provided in the Indenture.

This Note may be transferred at the principal corporate trust office of the Trustee in the City of Albany and State of New York, by surrendering this Note for cancellation, accompanied by a written instrument of transfer in form approved by the Trustee, duly executed by the registered holder hereof, by his attorney duly authorized in writing, or by his legal representative,

and thereupon the Trustee shall issue in the name of the transferee or transferees and, after authentication by the Trustee, shall deliver, in exchange, a new Note or Notes in authorized denominations for a like aggregate principal amount, upon payment of the charges and taxes and subject to the terms and conditions set forth in the Indenture. The Corporation and the Trustee may deem and treat the registered holder of this Note as the absolute owner of this Note, whether or not this Note shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Corporation and the Trustee shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Note against any incorporator, stockholder, officer or director, as such, of the Corporation by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

This Note shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Note shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Delaware and Hudson Railway Company has caused this Note to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:

DELAWARE AND HUDSON
RAILWAY COMPANY

By _____

ATTEST:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes, of the series designated therein, referred to in the within-mentioned Indenture.

**STATE BANK OF ALBANY,
as Trustee**

By

[Authorized Officer]

DELAWARE AND HUDSON RAILWAY COMPANY
FIRST MORTGAGE NOTE, SERIES A

No. A2
\$1,175,806.85
Maturity Date: December 31, 1993
Interest Rate: 9-1/2%

REGISTERED HOLDER: XTRA, Inc.

ONE MILLION, ONE HUNDRED SEVENTY-FIVE
THOUSAND, EIGHT HUNDRED SIX AND 85/100 DOLLARS

FOR VALUE RECEIVED, DELAWARE AND HUDSON RAILWAY COMPANY, a Delaware corporation (the "Corporation"), hereby promises to pay to the registered holder shown hereon, or registered assigns, the principal amount shown hereon, with interest on the outstanding principal balance, at the rate per annum shown hereon, compounded annually, said principal together with interest thereon accrued as of such date to be payable on the maturity date shown hereon.

In addition to this Note being a general obligation of the Corporation, this Note is one of a duly authorized series of notes of the Corporation (herein called the "Notes"), all issued or to be issued under and pursuant to an Indenture dated January 1, 1984 (herein called the "Indenture"), duly executed and delivered by the Corporation to State Bank of Albany, as Trustee (herein called the "Trustee"), to which Indenture (and all indentures supplemental thereto) reference is hereby made for a description of the rights, obligations, duties and immunities thereunder of the Trustee, the Corporation, the holders of the Notes and the holders of all other obligations issued and to be issued under and secured by the Indenture. This Note constitutes senior debt of the Corporation under the Indenture and is secured by the grant and pledge of the mortgaged properties described in the Indenture to the extent therein provided.

The Corporation may redeem this Note as a whole at any time upon 30 days written notice to the registered holder at a price equal to 100% of the outstanding principal balance together with the interest accrued thereon to the date fixed for redemption.

EXHIBIT "2"

If an Event of Default, as defined in the Indenture, shall occur, the Trustee may, and upon request of the holders of 25% of the principal amount of obligations outstanding under the Indenture shall, declare this Note to be immediately due and payable in the manner and with the effect provided in the Indenture.

This Note shall be immediately due and payable in the manner and with the effect provided in the Indenture upon the passage of ten (10) days after the giving of notice, by means of an express delivery service, that the Corporation has failed to pay, within 10 days after any date on which they are due, rental payments under either of the (i) Net Lease Agreement for Railcars dated as of March 10, 1980 between XTRA, Inc. and the Corporation, as amended as of January 1, 1984, (ii) Net Lease Agreement for Locomotives dated as of May 16, 1980 between XTRA, Inc. and the Corporation, as amended as of January 1, 1984, or (iii) Lease Agreement dated as of September 6, 1972 between XTRA, Inc. and the Trustees of the Property of Lehigh Valley Railroad Corporation, assigned to the Corporation by Assignment dated March 29, 1976.

The obligations under the Indenture are issuable in series and the several series of obligations may be for varying aggregate principal amounts, and the obligations of any one series may differ from the obligations of any other series as to denomination, date, maturity, interest rate, redemption, conversion and sinking fund provisions, if any, place or places and money or moneys of payment, registration and otherwise, all as in the Indenture provided.

The Indenture permits the amendment thereof and the modification or alteration in any respect of the rights and obligations of the Corporation and the rights of the holders of the obligations of all or any series thereunder at any time by the concurrent action of the Corporation and of the holders of specified percentages of the obligations then outstanding affected by such amendment, modification or alteration, including, in the case, among others, of a modification of the terms of payment of the principal of, or interest on, this Note, the consent of the holder hereof, all as more fully provided in the Indenture.

This Note may be transferred at the principal corporate trust office of the Trustee in the City of Albany and State of New York, by surrendering this Note for cancellation, accompanied by a written instrument of transfer in form approved by the Trustee, duly executed by the registered holder hereof, by his attorney duly authorized in writing, or by his legal representative,

and thereupon the Trustee shall issue in the name of the transferee or transferees and, after authentication by the Trustee, shall deliver, in exchange, a new Note or Notes in authorized denominations for a like aggregate principal amount, upon payment of the charges and taxes and subject to the terms and conditions set forth in the Indenture. The Corporation and the Trustee may deem and treat the registered holder of this Note as the absolute owner of this Note, whether or not this Note shall be overdue, for the purpose of receiving payment thereof and for all other purposes whatsoever, and the Corporation and the Trustee shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Note against any incorporator, stockholder, officer or director, as such, of the Corporation by virtue of any statute or by the enforcement of any assessment, or otherwise, howsoever.

This Note shall not be secured by or entitled to any benefits under the Indenture, or be valid or obligatory for any purpose, until this Note shall have been authenticated by the certificate hereon of the Trustee.

IN WITNESS WHEREOF, Delaware and Hudson Railway Company has caused this Note to be signed by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto or imprinted hereon and to be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:

DELAWARE AND HUDSON
RAILWAY COMPANY

By _____

ATTEST:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes, of the series designated therein, referred to in the within-mentioned Indenture.

STATE BANK OF ALBANY,
as Trustee

By

[Authorized Officer]

BILL OF SALE

XTRA, INC., a Maine corporation (the "Vendor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto DELAWARE AND HUDSON RAILWAY COMPANY, a Delaware corporation (the "Vendee"), its successors and assigns, all right, title and interest of the Vendor in and to the railroad equipment (the "Equipment") described in Schedule A annexed hereto, which Equipment has been delivered by the Vendor to the Vendee.

To have and to hold, all and singular, the Equipment to the said Vendee, its successors and assigns, for its and their own use and behoof forever.

The Vendor hereby warrants to the Vendee, its successors and assigns, that, at the time of delivery of each unit of the Equipment by the Vendor, the Vendor had legal title to such unit of Equipment and good and lawful right to sell the same, and that title to such unit of Equipment was, at the time of such delivery, and is on the acknowledgment date hereof, free from all claims, liens, security interests and other encumbrances of any nature created by the Vendor, or in favor of the Vendor or anyone claiming through the Vendor.

IN WITNESS WHEREOF, the Vendor has caused this
instrument to be duly executed as of the _____ day of
January 1984.

ATTEST:

XTRA, Inc.

Assistant Secretary

[CORPORATE SEAL]

By _____

Title Treasurer

A C K N O W L E D G M E N T

COMMONWEALTH OF MASSACHUSETTS)
 : SS:
COUNTY OF SUFFOLK)

On this _____ day of January 1984, before me personally
appeared Michael J. Soja, to me personally known, who,
being by me duly sworn, says that he is the Treasurer of
XTRA, Inc.; that the seal affixed to the foregoing instrument is
the corporate seal of said corporation; that said instrument was
signed and sealed on behalf of said corporation; and he acknowledged
that the execution of the foregoing instrument was the free act and
deed of said corporation.

Notary Public (SEAL)

MY COMMISSION EXPIRES:

SCHEDULE A

One hundred twenty-eight (128) 100-ton used open top triple door hopper cars, AAR car type code H250, bearing the following road numbers of Delaware and Hudson Railway Company:

DH1000 - 1005

DH1007

DH1008

DH1010 - 1052

DH1054

DH1056 - 1075

DH1077

DH1078

DH1080 - 1089

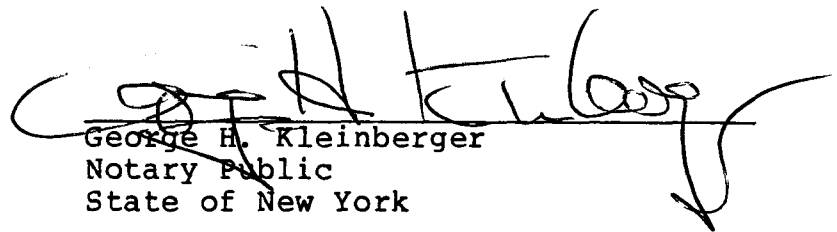
DH1091 - 1124

DH1126 - 1135

CERTIFICATION

I, GEORGE H. KLEINBERGER, do hereby state that I am a Notary Public of the State of New York; that I have compared the attached copy of document with the original thereof, and that the attached copy of document is a true and correct copy of the original in all respects.

Dated: January 19, 1984


George H. Kleinberger
Notary Public
State of New York

GEORGE H. KLEINBERGER
Notary Public, State of New York
Qualified in Albany County
Reg. No. 2144350
Commission Expires March 30, 1985